

JPA No.: 05-111 I
AG Contract No.: KR06-0322TRN
Amendment No. One
Project No.: 088 PN 195.86
Project: Traffic Signal
Section: SR 88 & 16th Ave.
TRACS No.: HX181 01C
Budget Source Item No.: 71206

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into this date December 12th, 2006, Amendment No. One to JPA No. 05-111, A.G. Contract No.: KR06-0322TRN, filed with the Secretary of State under No. 28264, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; **b)** the parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with mutual written consent of both parties.

NO. 28264
Filed with the Secretary of State
Date Filed: 12/12/06
James K. [Signature]
Secretary of State
By: [Signature]

Article I, Paragraph 4 is replaced as follows:

4. The State and the City agree to participate in the design, construction and maintenance of a new warranted traffic signal and intersection improvements, hereinafter referred to as the "Project". The Project is currently estimated at \$759,676.00, as seen in Exhibit A, attached hereto and made a part hereof, including design, construction, construction engineering and contingencies. The Project will be at the intersection of SR88 and 16th Avenue, Milepost "MP" 195.86. The signal construction costs include the pavement markings, signage and traffic control. The intersection improvements include road widening and an Emergency Vehicle Preemption system "EVP." The State will provide 50% of the funding for the signal construction costs, 100% of the design and full maintenance of the traffic signal, excluding any upfront costs and component replacement for the EVP. The City will contribute 50% of the funding for signal construction costs and 100% of the funding for the intersection improvements. The City will also provide and install the EVP device for the traffic signal and be responsible for obtaining the electrical power to operate the traffic signal.

THEREFORE, in consideration of the mutual covenants expressed herein, this Agreement is amended as follows:

II. SCOPE OF WORK**Article II, Paragraph 1.d. shall be replaced, and 1.g. added, as follows:**

1. The State shall:

d. Upon execution of this Agreement, provide the City with an invoice for the City's estimated share of the Project, currently estimated at \$534,063.00. The City is funding a 100% share of the road widening and EVP equipment, plus a 50% share of the signal construction. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

g. Upon completion of the Project, operate and provide routine/emergency maintenance of the traffic signal.

Article II, Paragraph 2.d. shall be replaced as follows:


2. The City shall:

d. Upon execution of this Agreement and within thirty (30) calendar days upon receipt of an invoice from the State, remit to the State the City's share of estimated costs as seen on Exhibit A. This total specifically includes 100% of the intersection improvements, plus 50% of the signal and related construction costs, collectively estimated at \$534,063.00.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

CITY OF APACHE JUNCTION

By 
DOUGLAS COLEMAN
Mayor

STATE OF ARIZONA

Department of Transportation

By 
MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

ATTEST:

By 
KATHY CONNELLY
Clerk

JPA 05-111 AMENDMENT ONE

ATTORNEY APPROVAL FORM FOR THE CITY OF APACHE JUNCTION

I have reviewed the above referenced amended Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF APACHE JUNCTION, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 22ND day of NOVEMBER, 2006.



City Attorney

JPA 05-111 Amendment One

ESTIMATE RECAP - EXHIBIT A

088 PN 196 HX18101C

S-088-A-507

SR 88 @ 16TH AVENUE

CREATED: 08/03/06

REVISED: 10/01/06

ENGINEER: JGS

| DESCRIPTION | split | TOTAL ESTIMATED COST | CITY FUNDS | STATE FUNDS | LENGTH IN MI |
|--|-------|----------------------------|---------------|----------------|-----------------|
| TRAFFIC SIGNALS | 50/50 | 267,952 | 133,976 | 133,976 | 0.020 |
| WIDENING | City | 302,876 | 302,876 | 0 | |
| SUBTOTAL | | 570,828 | 436,852 | 133,976 | 0.020 |
| ENGINEERING AND CONTINGENCIES | 14% | 79,916 | 61,159 | 18,757 | |
| CONSULTANT SERVICES | 1% | 5,708 | 4,368 | 1,340 | |
| Contingencies | 5% | 28,542 | 21,843 | 6,699 | |
| INCENTIVES | | | | | |
| AC SMOOTHNESS (\$7,500.00 / Lane-Mile) | | 0 | | 0 | |
| AC QUALITY LOT (\$1.50 / Ton) | | 0 | | 0 | |
| PCCP SMOOTHNESS (\$7,000.00 / Lane-Mile) | | 0 | | 0 | |
| PCCP QUALITY LOT (\$1.00 / Sq. Yd.) | | 0 | | 0 | |
| DEPT. FURNISHED MATERIALS (traffic signal related) | 50/50 | 14,642 | 7,321 | 7,321 | |
| FLAGGING SERVICES (traffic signal related) | | | | 0 | |
| DPS OFFICERS | 50/50 | 5,040 | 2,520 | 2,520 | |
| RAILROAD / OTHER | | | | 0 | |
| TOTAL CONSTRUCTION COSTS | | 704,676 | 534,063 | 170,613 | |
| Design | State | 55,000 | | 55,000 | |
| PROJECT TOTAL: | | 759,676 | 534,063 | 225,613 | 0.020 |

NOTE:

INPUTS:

AC SMOOTHNESS

AC QUALITY LOT

PCCP SMOOTHNESS

PCCP QUALITY LOT

DPS-TRAFFIC CONTROL

0 lane-miles @

0 tons @

0 lane-miles @

0 square yards @

112 hours @

\$7,500.00 per lane-mile

\$1.50 per ton

\$7,000.00 per lane-mile

\$1.00 per sq yd

\$45.00 per hour



City of Apache Junction

Home of the Superstition Mountains

CERTIFICATE

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the minutes pertaining to any actions taken by the City Council of the City of Apache Junction, Arizona; that the attached is a true and correct copy of the motion regarding the Intergovernmental Agreement between the City of Apache Junction and the State of Arizona, Department of Transportation, which was presented to the City Council on the 2nd day of May, 2006, as it appears in my records.

Kathleen Connelly
Kathleen Connelly
City Clerk

May 8, 2006
Date


Councilmember Waldron MOVED
THAT APPROVAL BE GIVEN FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF APACHE JUNCTION FOR
A TRAFFIC SIGNAL, STREET WIDENING, AND IMPROVEMENTS TO IDAHO ROAD (STATE
ROUTE 88) AND 16TH AVENUE WITH THE TOTAL AMOUNT CURRENTLY ESTIMATED AT
\$521,222 TO INCLUDE DESIGN, CONSTRUCTION, ENGINEERING AND CONTINGENCIES,
WITH THE STATE PROVIDING 50% OF THE FUNDING FOR SIGNAL CONSTRUCTION
COSTS AND 100% OF THE FUNDING FOR THE DESIGN AND FULL MAINTENANCE OF THE
TRAFFIC SIGNAL, EXCLUDING ANY UPFRONT COSTS AND COMPONENT REPLACEMENT
FOR THE EMERGENCY VEHICLE PREEMPTION, WITH THE CITY PROVIDING 50% FOR
FUNDING FOR THE SIGNAL CONSTRUCTION COSTS AND 100% OF THE FUNDING FOR
THE INTERSECTION IMPROVEMENTS, AND THE CITY WILL ALSO PROVIDE AND
INSTALL EMERGENCY VEHICLE PREEMPTION DEVICE FOR THE TRAFFIC SIGNAL AND
BE RESPONSIBLE FOR OBTAINING THE ELECTRICAL POWER TO OPERATE THE SIGNAL;
AND THAT AUTHORIZATION BE GIVEN FOR THE MAYOR TO SIGN THE AGREEMENT.

Councilmember Dietz

SECONDED THE MOTION.

VOTE: Unanimous.

The motion carried.

| | | |
|---|---|--|
| <p>TERRY GODDARD Attorney General</p> | <div data-bbox="748 58 938 247"></div> <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p> | <p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p> |
|---|---|--|


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0322TRN (**JPA 05-111-I, Amendment No. 1**), an Agreement between public agencies, i.e., The State of Arizona and City of Apache Junction, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: December 7, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:990529
Attachment